

REGISTRATION NO. 27036-R FILED

NOV 30 '07 -9 00AM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A LESTER

November 30, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Re: TRIP 6th Funding

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Bill of Sale and Assignment and Assumption Agreement, dated as of November 29, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Security Agreement being filed with the Board under Recordation Number 27036-Q.

The names and addresses of the parties to the enclosed document are:

Buyer/Assignee: TRIP Rail Leasing LLC
2525 Stemmons Freeway
Dallas, Texas 75207

Seller/Assignor: Trinity North American Freight Car, Inc.
2525 Stemmons Freeway
Dallas, Texas 75207

Mr. Vernon A. Williams
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A description of the railroad equipment covered by the enclosed document is:

85 railcars within the following series:

TILX 034013 – TILX 034104
TILX 054368
TILX 054371 – TILX 054375 (inclusive)

A short summary of the document to appear in the index is:

Bill of Sale and Assignment and Assumption Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anm
Enclosures

NOV 30 '07

-9 00 AM

BILL OF SALE AND ASSIGNMENT AND ASSUMPTION AGREEMENT SURFACE TRANSPORTATION BOARD

TRINITY NORTH AMERICAN FREIGHT CAR, INC., a Delaware corporation (the "Seller"), in consideration of the Purchase Price set forth on Schedule A and other good and valuable consideration given by TRIP RAIL LEASING LLC, a Delaware limited liability company (the "Buyer"), under the Purchase and Sale Agreement (the "Purchase and Sale Agreement") dated as of August 23, 2007 among the Seller, the Buyer and, TRINITY INDUSTRIES LEASING COMPANY ("TILC") (solely with respect to Sections 2.7, 3.2, 3.3, 3.4, 3.17(y), 3.17(z), 3.19, 4.4 and 6.8), at or before the execution and delivery of these presents, and receipt of which is hereby acknowledged, does hereby (i) grant, bargain, sell, transfer, assign and set over unto the Buyer and its successors and assigns all right, title, and interest of the Seller, in and to (x) certain Railcars set forth on Schedule A and (y) any Leases related thereto set forth on Schedule B and (z) certain other assets set forth on Schedule C and (ii) assign all of its right, title and interest in and to all warranties or representations made or given to the Seller with respect to the Railcars by the manufacturer thereof. The Buyer hereby assumes, and agrees it is unconditionally bound in respect of, as of the date hereof, all duties and obligations of the Seller under the Leases.

To have and to hold all and singular the rights to such Railcars and such Leases to the Buyer and its successors and assigns for their own use and behalf forever.

The Seller hereby warrants to the Buyer and its successors and assigns that, at the time of delivery of such Railcars and the assignment and assumption of such Leases, the Seller has legal and beneficial title thereto and good and lawful right to sell and otherwise convey such Railcars and to assign such Leases, and such Railcars and such Leases are free and clear of all Liens (other than Permitted Liens); provided that the Seller covenants that it will defend forever such title to such Railcars and such Leases against the demands or claims of all Persons whomsoever (including, without limitation, the holders of such Permitted Liens) based on claims arising as a result of, or related or attributable to, acts, events or circumstances occurring prior to the delivery of such Railcars and the assignment of such Leases by the Seller hereunder. Notwithstanding the provisions above and its and the Buyer's intent that the Seller grant, bargain, sell, transfer, assign and set over to the Buyer all right, title and interest of the Seller in such Railcars and such Leases, as a precaution only, in the event of any challenge to this Bill of Sale as being in the nature of an absolute sale or assignment rather than a financing, the Seller hereby also grants the Buyer a security interest in such Railcars and such Leases. Such grant of a security interest does not constitute an admission or acknowledgment that the transactions contemplated by the Purchase and Sale Agreement provide that this Bill of Sale and Assignment Agreement is other than a grant, bargain, sale, transfer, assignment and set over to the Buyer of all right, title and interest of the Seller in such Railcars and such Leases.

Terms used herein with initial capital letters and not otherwise defined shall have the respective meanings given thereto in the Purchase and Sale Agreement.

THIS BILL OF SALE SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW BUT EXCLUDING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER CHOICE OF LAW AND CONFLICTS OF LAW RULES). THIS BILL OF SALE HAS BEEN DELIVERED IN THE STATE OF NEW YORK.

* * *

IN WITNESS WHEREOF, the Seller and the Buyer have caused this instrument to be executed in its name, by a duly authorized officer on the 29th day of November, 2007.

TRINITY NORTH AMERICAN FREIGHT
CAR, INC

By: 

Name: James E. Perry

Title: Treasurer and Asst Secretary

TRIP RAIL LEASING LLC

By: TRIP Rail Holdings LLC, its Managing
Member

By: Trinity Industries Leasing Company,
its Manager

By: 

Name: Eric Marchetto

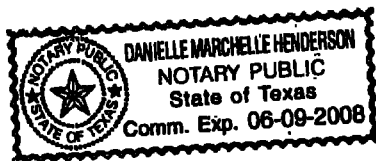
Title: Vice President

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared James E. Perry, who upon oath, acknowledged himself to be Treasurer and Assistant Secretary of TRINITY NORTH AMERICAN FREIGHT CAR, INC, a Delaware corporation, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the corporation by her/himself as such officer of TRINITY NORTH AMERICAN FREIGHT CAR, INC.

WITNESS my hand and official seal this 29th day of November, 2007.



Danielle Henderson
Notary Public

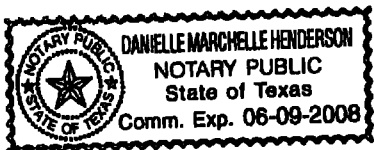
MY COMMISSION EXPIRES: 6/9/08

ACKNOWLEDGMENT

STATE OF Texas)
COUNTY OF Dallas)

BEFORE ME, a Notary Public of the State and County aforesaid, personally appeared Eric Marchetto, who upon oath, acknowledged himself to be a Vice President of TRINITY INDUSTRIES LEASING COMPANY, a Delaware corporation, the manager of TRIP Rail Holdings LLC, a Delaware limited liability company, which is the managing member of TRIP Rail Leasing LLC, a Delaware limited liability company, and that s/he as such officer being authorized to do so, executed the foregoing Bill of Sale and Assignment and Assumption agreement for the purposes therein contained by signing the name of the Delaware corporation by her/himself as such officer of TRINITY INDUSTRIES LEASING COMPANY.

WITNESS my hand and official seal this 29th day of November, 2007.



Danielle Henderson
Notary Public

MY COMMISSION EXPIRES: 6/9/08

SCHEDULE A
to Bill of Sale and Assignment
and Assumption Agreement

RAILCARS; IDENTIFICATION MARKS; RUNNING NUMBERS;
PURCHASE AMOUNT¹

[see attached]

¹ **Purchase Amount:** The parties consider the Purchase Price confidential and it is omitted from any filing of this Bill of Sale and Assignment and Assumption Agreement with the Surface Transportation Board or the Office of the Registrar General of Canada.

TRIP RAIL LEASING LLC

Close 6

Exhibit A

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
1	TILX054368	7005	October-07	Freight
2	TILX054371	7005	October-07	Freight
3	TILX054372	7005	October-07	Freight
4	TILX054373	7005	October-07	Freight
5	TILX054374	7005	October-07	Freight
6	TILX054375	7005	October-07	Freight
7	TILX034013	43669	October-07	Freight
8	TILX034014	43669	October-07	Freight
9	TILX034016	43669	October-07	Freight
10	TILX034018	43669	October-07	Freight
11	TILX034019	43669	October-07	Freight
12	TILX034020	43669	October-07	Freight
13	TILX034021	43669	October-07	Freight
14	TILX034022	43669	October-07	Freight
15	TILX034023	43669	June-07	Freight
16	TILX034024	43669	October-07	Freight
17	TILX034025	43669	October-07	Freight
18	TILX034026	43669	October-07	Freight
19	TILX034027	43669	October-07	Freight
20	TILX034028	43669	June-07	Freight
21	TILX034029	43669	June-07	Freight
22	TILX034030	43669	October-07	Freight
23	TILX034031	43669	October-07	Freight
24	TILX034032	43669	October-07	Freight
25	TILX034033	43669	October-07	Freight
26	TILX034034	43669	October-07	Freight
27	TILX034035	43669	October-07	Freight
28	TILX034036	43669	October-07	Freight
29	TILX034037	43669	June-07	Freight
30	TILX034038	43669	October-07	Freight
31	TILX034039	43669	October-07	Freight
32	TILX034040	43669	October-07	Freight
33	TILX034041	43669	June-07	Freight
34	TILX034042	43669	October-07	Freight
35	TILX034043	43669	October-07	Freight
36	TILX034044	43669	October-07	Freight
37	TILX034045	43669	October-07	Freight
38	TILX034046	43669	June-07	Freight
39	TILX034047	43669	October-07	Freight
40	TILX034048	43669	October-07	Freight
41	TILX034049	43669	October-07	Freight
42	TILX034050	43669	October-07	Freight
43	TILX034051	43669	October-07	Freight
44	TILX034052	43669	October-07	Freight
45	TILX034053	43669	October-07	Freight
46	TILX034054	43669	June-07	Freight

TRIP RAIL LEASING LLC**Close 6****Exhibit A**

<u>ID</u>	<u>Asset Mark</u>	<u>Lessee Number</u>	<u>Invoice Date</u>	<u>Car Type</u>
47	TILX034055	43669	October-07	Freight
48	TILX034056	43669	October-07	Freight
49	TILX034057	43669	October-07	Freight
50	TILX034058	43669	June-07	Freight
51	TILX034059	43669	October-07	Freight
52	TILX034060	43669	October-07	Freight
53	TILX034061	43669	October-07	Freight
54	TILX034062	43669	October-07	Freight
55	TILX034063	43669	June-07	Freight
56	TILX034064	43669	June-07	Freight
57	TILX034065	43669	October-07	Freight
58	TILX034066	43669	June-07	Freight
59	TILX034067	43669	October-07	Freight
60	TILX034068	43669	June-07	Freight
61	TILX034069	43669	June-07	Freight
62	TILX034070	43669	October-07	Freight
63	TILX034071	43669	October-07	Freight
64	TILX034072	43669	October-07	Freight
65	TILX034073	43669	October-07	Freight
66	TILX034074	43669	October-07	Freight
67	TILX034075	43669	October-07	Freight
68	TILX034076	43669	October-07	Freight
69	TILX034077	43669	October-07	Freight
70	TILX034078	43669	October-07	Freight
71	TILX034079	43669	October-07	Freight
72	TILX034080	43669	October-07	Freight
73	TILX034081	43669	October-07	Freight
74	TILX034082	43669	October-07	Freight
75	TILX034083	43669	October-07	Freight
76	TILX034084	43669	October-07	Freight
77	TILX034085	43669	October-07	Freight
78	TILX034086	43669	October-07	Freight
79	TILX034087	43669	October-07	Freight
80	TILX034091	43669	October-07	Freight
81	TILX034092	43669	October-07	Freight
82	TILX034093	43669	October-07	Freight
83	TILX034095	43669	October-07	Freight
84	TILX034103	43669	October-07	Freight
85	TILX034104	43669	October-07	Freight

SCHEDULE B
to Bill of Sale and Assignment
and Assumption Agreement

LEASES

[see attached]

Exhibit B

Leases

1. Six (6) units identified with marks TILX 54368 and TILX 54371 – 54375 leased pursuant to Rider Six (6) to that certain Railroad Car Lease Agreement dated November 14, 2006 between Trinity Industries Leasing Company and Louis Dreyfus Corporation.
2. Seventy-nine (79) units identified with marks TILX 34013 – 34014, TILX 34016, TILX 34018 – 34087, TILX 34091 – 34093, TILX 34095, and TILX 34103 – 34104 leased pursuant to Rider One (1) to that certain Railroad Car Lease Agreement dated October 12, 2007 between Trinity Industries Leasing Company and Texas Lehigh Cement Company, LP.

SCHEDULE C

OTHER TRANSFERRED ASSETS

None